

IN UNITED STATES DISTRICT COURT
for the
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

Civil Action

R. Lance FLORES, and
Vicki CLARKSON,

Plaintiffs,

v.

Scott Anthony KOSTER, et al.

Defendants.

Nº

PLAINTIFFS' EXHIBITS
VOLUME 5

[Note: ●→ or #● annotations are reference marks added for referential clarity. — &c. some message inclusions omitted]

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EXHIBIT 101 - IGM-CBS SBLC Xmtl Srv 10-18-2010

**Interlink Global Messaging
&
Cook Business Services LLC
SBLC TRANSMITTAL SERVICE**



Interlink Global Messaging

WELCOME

Thank you for contacting INTERLINK GLOBAL MESSAGING for your SWIFT message needs. Please see below regarding the additional documentation needed to complete your submission:

- Attached documents are to be signed by an authorized signatory
- A color copy of your photo identification (Driver's License or Passport)
- Copy of company registration papers (LLC, Inc., etc.) if applicable

All documentation **MUST** be notarized, scanned in color and returned by email to SWIFT@STANDALONESWIFT.COM

NOTE: Any submissions that do not contain all of the above shall be deemed incomplete and therefore shall not be considered.



Initials

OK *AS/Int.*



SWIFT SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated this 18th day of October, 2010 BETWEEN Card Business Services LLC, located at now referred to as "Customer", and Interlink Global Messaging, located at 1990 N. California Blvd, 8th Floor, Walnut Creek, CA 94596 now referred to as "Interlink Global Messaging".

Whereas, The Customer is of the opinion that INTERLINK GLOBAL MESSAGING has the ability to arrange SWIFT Messaging Services to the Customer, and

Whereas, INTERLINK GLOBAL MESSAGING is agreeable to providing such a service to the Customer, based on the terms and conditions as set forth in this Agreement.

IN CONSIDERATION OF the matters described above, both parties hereby acknowledged this Agreement as follows;

Engagement

1. The Customer hereby agrees to engage INTERLINK GLOBAL MESSAGING to facilitate the transfer of a SWIFT message (The "Service") and INTERLINK GLOBAL MESSAGING hereby agrees to arrange the Service to the Customer for cost of Thirty-two thousand USD (\$32,000) per SWIFT message.

Terms of Agreement

2. The terms of this Agreement will be based on a "per SWIFT" basis. The Customer fully understands that the language of the SWIFT message must be validated by Interlink Global Messaging. Each SWIFT message order received by INTERLINK GLOBAL MESSAGING shall be deemed as separate and individual transactions and such transactions shall be deemed complete and final once the Customer receives the ISN confirmation number that is transmitted from the receiving bank to the outgoing SWIFTing department and in turn passed on to the Customer.

Performance

3. The Customer fully understands that they are to relay the correct receiving financial entity's information to INTERLINK GLOBAL MESSAGING and the failure to do so will result in failed delivery of the SWIFT message. In the event the Customer gives INTERLINK GLOBAL MESSAGING inaccurate information regarding the SWIFT message receiver, and customer wishes to resend with the correct receiving information, the "resend" transaction shall be treated as a new transaction and therefore the Customer must pay the full cost to resend the SWIFT message.

Initials

WJH *PJH/dl*

Interlink Global Messaging Swift Service Agreement



Compensation

4. For the Services provided by INTERLINK GLOBAL MESSAGING under this Agreement, the Customer must pay to INTERLINK GLOBAL MESSAGING a fee in advance in the amount of per SWIFT message. The Customer understands that once the SWIFT message has been ordered from INTERLINK GLOBAL MESSAGING that there are absolutely NO REFUNDS under any circumstances.

Assignment

This agreement is only between the named parties in this agreement and cannot be assigned. Therefore any party not stated in this agreement shall be deemed a third party and shall not have any rights or authority in regards to these transactions.

Transaction Communication

The Customer fully and clearly understands that INTERLINK GLOBAL MESSAGING will not, nor is INTERLINK GLOBAL MESSAGING obligated to, participate in discussions, meetings or conference calls such as "Project Discussions", "Trade Discussions", "Joint Venture Discussions", "Discussions with Lenders", "Planning Meetings" or such like with any party. Customer acknowledges that INTERLINK GLOBAL MESSAGING will not participate in discussions with Customer's joint venture party, partners, prospective partners, traders, or financial backers as it is not the responsibility of INTERLINK GLOBAL MESSAGING to do so.

Understood, Agreed and Accepted By:

Cook Business Services, LLC

Winston J. Cook

Printed Name of Authorized Signatory

Winston J. Cook

Signature of Authorized Signatory

Initials

WJL P. J. [unclear]



SWIFT MESSAGING REQUEST AND INDEMNITY AGREEMENT

We have requested that INTERLINK GLOBAL MESSAGING arrange to transmit SWIFT messages on our behalf.

We understand that INTERLINK GLOBAL MESSAGING is not acting as our agent and that INTERLINK GLOBAL MESSAGING is an independent company who has agreed to assist us with such SWIFT messages at our request. We hereby confirm that we will conduct our full due diligence on the beneficiary of the requested messages and that our transactions represent routine commercial business transactions. We agree to indemnify INTERLINK GLOBAL MESSAGING against all expenses, losses, claims and damages arising on account of sent messages which INTERLINK GLOBAL MESSAGING may incur.

We also agree that neither we nor the beneficiary of the SWIFT message, nor any of our representatives, agents or attorneys shall contact INTERLINK GLOBAL MESSAGING except in the normal course of day to day business or make any claim against any content of the SWIFT message transmitted by INTERLINK GLOBAL MESSAGING on behalf of us.

We further irrevocably waive any refund from INTERLINK GLOBAL MESSAGING for any charges and fees paid to INTERLINK GLOBAL MESSAGING for messages requested by us once the message has been ordered. We waive any claim for any lawsuit or claim in arbitration with regard to all messages sent by INTERLINK GLOBAL MESSAGING on behalf of us.

The undersigned is fully aware that INTERLINK GLOBAL MESSAGING shall not be made a party defendant in any dispute of any kind.

This Indemnity Agreement shall be irrevocable.

Date: Oct 14 2010

(Company Name) Cook Business Services, Inc.

By: Christopher J. Cook
(Printed Name of Customer)

[Signature]
(Signature of Customer)

Initials CK JSC

Interlink Global Messaging Swift Service Agreement



DOCUMENT CERTIFICATION

Date: Oct 19, 2010

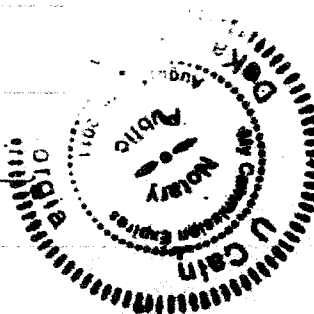
I/we certify under penalty of law that this document and all attachments submitted to INTERLINK GLOBAL MESSAGING are true, correct, accurate, and legally obtained. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations yet again I/we certify that I/we am/are conducting business in an ethical and legal fashion and that all documentation including but not limited to written agreements, photos, notarized documents and such like are true, correct, accurate, and legally obtained.

Printed Name: Winston I. Cook

Signature: Winston I. Cook

Notary Seal:

Winston I. Cook
10-18-10



Initials WIC J. Smith

Interlink Global Messaging Swift Sendin Agreement

EXHIBIT 102 - CBS SBLC Application w-10-19-2010 FPA Redacted

Cook Business Services LLC

**STANDBY LETTER OF CREDIT APPLICATION
&
October 19, 2010 FEE PROTECTION AGREEMENT**

CCS BUSINESS SERVICES, LLC
 5710 Melanie Trl, Atlanta, GA 30349-2853

Cfo: 770-969-2217 fax: 678-802-0901

TO: THE LENDER

C/O: ALICORN CAPITAL MANAGEMENT, LLC

Date: Oct. 19, 2010

Dear Sirs,

Subject: Application to borrow Financial Instruments without pre-advice TO BE ISSUED AS STAND BY LETTER OF CREDIT OR BANK GUARANTEE.

We are attaching here the application forms for following financial instrument :

ISSUING ENTITY	CURRENCY	AMOUNT	ISIN CODE	SERVICE FEE
SBUSA	USD	10,000,000	N/A	10.0%

- ☒ To the purpose to receive the instrument
☒ without pre-advice

together with:

- the description of the project/purpose for which our company is applying for the leasing of above mentioned financial instrument;
- the passport of the authorized signatory .

We are looking forward to receive your agreement for above mentioned instrument and remain,

Very truly yours,

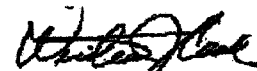


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SAK / SAK Initials

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COOK BUSINESS SERVICES, LLC

5710 Melanie Trl, Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

**APPLICATION TO BORROW BANK INSTRUMENTS
WITH OUT PRE-ADVICE
(MTN, BONDS, EUROPAPERS, COMMERCIAL PAPERS, CD, SBLC)**

TO : THE LENDER

C/O : Allicorn Capital Management, LLC


DATE : Oct. 19, 2010
BORROWER'S CODE :
TRANSACTION CODE : IGC-BI-CBS400

BORROWER'S COMPANY INFORMATION

COMPANY NAME : Cook Business Services, LLC
ADDRESS : 5710 Melanie Trl
CITY/COUNTRY : Atlanta, GA 30349-2853

AUTHORISED SIGNATORY: 
PASSPORT NUMBER :  1919
ISSUING COUNTRY : United States of America

BORROWER'S DESIGNATED BANK

BANK NAME : SUNTRUST BANK
BRANCH : UNION CITY, GA 30291
ADDRESS : 4601 JONESBORO RD.
TELEPHONE, FAX, E MAIL : 770-969-3400; 770-306-3387; KARA.NAIL@SUNTRUST.COM
SWIFT CODE : SNTRUS3A
BANK OFFICER : KARA NAIL
NUMBER OF ACCOUNT :  2100
HOLDER OF ACCOUNT : COOK BUSINESS SERVICES, LLC

(if the receiving bank or the paying bank are different, please indicate both bank coordinates)

Borrower's initials:

Exhibit D

 / SAK Initials

Page 2

COOK BUSINESS SERVICES, LLC

5710 Melanie Trl, Atlanta, GA 30349-2853

Cfc: 770-969-2217 fax: 678-802-0901

FINANCIAL INSTRUMENT REQUESTED:

ISSUING BANK	CURRENCY	AMOUNT	ISIN CODE	PRICE FEES
TBD	USD	10,000,000	N/A	10.0%

OPTIONS

(please cross and selected option requested)

WE CONFIRM THAT THIS APPLICATION IS:

- ☒ TO RECEIVE THE INSTRUMENT BY SWIFT MT760 TO MY DESIGNATED BANK
☒ WITHOUT PRE-ADVICE

WE ARE READY TO DEPOSIT IN A DESIGNATED ACCOUNT THE BANK EXPENSES DUE TO PERMIT TO COVER THE EXPENSES TO RESERVE THE BANK INSTRUMENT AMOUNTING TO:

For instruments with a face value:


- 10M – 3.5% OR \$350,000 (Initial delivery of sixty (60) days).
- 20M – 3.5% OR \$700,000 (Initial delivery of sixty (60) days).

(This money will be applied to the over all lease fee and is inclusive of intermediary fees)

CONFIRMED AND APPROVED BY THE BORROWER:

(CORPORATION NAME)

Cook Business Services, LLC



(AUTHORIZED SIGNATURE)

PRINTED NAME: Winston J. Cook

TITLE: Managing Gen. Partner

DATE: Oct. 19, 2010

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COOK BUSINESS SERVICES, LLC

5710 Melanie Trl; Atlanta, GA 30349-2853

Cpc: 770-969-2217 fax: 678-802-0901

CLIENT'S INFORMATION SHEET

BORROWER CODE :
TRANSACTION CODE : IGC-BI-CBS400
FACE VALUE AMOUNT REQUESTED : USD \$10,000,000.00
TYPE OF INSTRUMENT REQUESTED : SBLC
LEASING FEES : 10.0%

MODE OF LEASE : SWIFT TRANSFER OF THE INSTRUMENT BY MT760

1. BORROWER FULL NAME : Winston Jerome Cook
2. TITLE : Managing Gen. Partner
3. NATIONALITY : U. S. Citizen
4. PASSPORT NUMBER : [REDACTED] 1919
ISSUED COUNTRY : United States of America
ISSUE DATE : September 27, 2006
EXPIRATION DATE : September 26, 2016
5. COMPANY NAME : Cook Business Services, LLC
6. OFFICE ADDRESS : 5710 Melanie Trl; Atlanta, GA 30349-2853
7. MOBILE PHONE : 678-640-6103
8. BUSINESS TELEPHONE : 770-969-2217
9. BUSINESS FAX : 678-802-0901
10. E-MAIL ADDRESS : cookbusservices@gmail.com
11. LEGAL ADVISOR NAME :
12. LEGAL FIRM E-MAIL :
13. LEGAL FIRM PHONE NR :
14. MY BANK IS LISTED IN THE INTERNATIONAL BANKERS ALMANAC: YES (IF NO, YOU MUST PREPARE A CLOSING BANK, WITH ALL DETAILS RECEIVED FROM YOUR BANKER SENT TO THE PROVIDER)
15. ALL MY CLOSING BANK OFFICERS AWARE OF THIS TRANSACTION : YES

CONFIRMED AND APPROVED BY THE BORROWER:
(CORPORATION NAME)
Cook Business Services, LLC

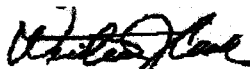
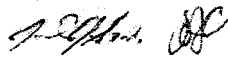
 (AUTHORIZED SIGNATURE)
PRINTED NAME: Winston J. Cook
TITLE: Managing Gen. Partner
DATE: October 19, 2010

Exhibit D

 , SAK Initials

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COOK BUSINESS SERVICES, LLC

5710 Melanie Trl, Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

**FEE PROTECTION AGREEMENT
(IN BEHALF OF THE INTERMEDIARY GROUP)**

Date : Oct. 19, 2010
 Transaction Code : IGC-BI-CBS400
 Borrower Code :

BENEFICIARY : INTERMEDIARY GROUP

Transaction :
 Face Amount : \$10,000,000, Ten million USD
 Instrument details : SBLC
 Initial Service Fee : ACM paid in advance
 Remaining Service fees : 10%, ten percent

The undersigned, with full corporate responsibility, under penalty of perjury, issue this irrevocable Fee Protection Agreement of one million United States Dollars (\$1,000,000). This represents ten percent (10%), of the face value of the said SBLC referenced in the transaction codes above. Said Service Fee is to be paid as listed below, for intermediaries, lender and for the extension of said SBLC. This Fee Protection Agreement shall be valid and binding upon signing of the contract with the Collateral Provider. Said fee to be paid to the following lender and borrower groups Paymaster and is due within fifty calendar days of instrument delivery:

Wire Number 1 for \$1,000,000 United States Dollars and wired to:

Paymaster Name:	Busch Law Center, LLC
Bank Name:	MidFirst Bank
Bank Address:	3611 W. Anthem Way, Anthem, AZ 85086
Account Name:	Busch Law Center LLC
Account Number:	██████████ 4358
Routing Number:	122187445
Bank Officer:	Michael Farris
Bank Telephone:	623-544-4145
Beneficiary Name:	Known by Paymaster: Alicorn Capital Management, LLC.
Special Wire Instructions:	Pre-advice must be sent via SWIFT to wire transfer and email notification immediately upon each tranche. Transfer payment together with the transaction codes to Larry@BuschLawCenter.com. Please call 623-826-1995 to notify that a wire has been sent for the beneficiaries.
Required Message:	All transfer instructions shall state: Funds are clean and clear of non-criminal origin and are payable in cash immediately upon receipt by the beneficiary's bank. "The Remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of the funds sent to us"

International Funds Sent to Paymaster in U.S.

Bank Name:	JP Morgan Chase
SWIFT Code:	CHASUS33
Account Number:	██████████ 9809
Account Name:	MIDFIRST Bank, aba 303087995, FCC Busch Law Center, LLC 2103004358

3434 W. Anthem Way Ste. 118-621 • Anthem, AZ 85086-0448

Exhibit D

 / SAK Initials

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COOK BUSINESS SERVICES, LLC

5710 Melanie Trl; Atlanta, GA 30349-2853

Ofc: 770-969-2217 fax: 678-802-0901

The Fee Protection of BOND/BG/SBLC Lease in United States Dollars will be paid for the entire transaction plus extensions. The intermediary fees shall be paid to the Intermediaries as per their written instructions upon completion of each and every tranche.

Borrower Code :
Transaction Code : IGC-BI-CBS400

The payment shall be made without Protest, delay or deductions (other than bank wire transfer fees)

NON-CIRCUMVENTION AND NON-DISCLOSURE



All parties do herein agree that the Non-Circumvention and Non-Disclosure Rules (NCND) of all Issues from the ICC 500 apply to this transaction for a period of five (5) years from date of execution of this Agreement by the undersigned, his or her assigns, agents and/or heirs. This NCND also applies to any and all other transactions direct or indirect initiated by these Intermediaries.

Borrower's Initials: 

The undersigned agree that this Fee Protection is assignable and transferable to the beneficiaries, designs, heirs and assigns upon written notice of all parties, and shall not be amended without the express written consent of the parties. If no contract is consummated, this Fee Protection Agreement is null and void in its entirety. Should a contract be signed between the Provider and the Borrower, a Bank Endorsed Corporate Pay Orders will be issued to the paymaster of each Group, followed by a Swift Wire transfer to the Paymaster's Account, when payment for the BOND/CD/MTN is completed.

CONFIRMED AND APPROVED BY THE BORROWER:
(CORPORATION NAME)
Cook Business Services, LLC

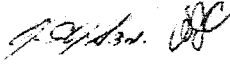
Authorized Signatory


PRINTED NAME : Winston J. Cook
TITLE : Managing Gen. Partner
DATE : Oct. 19, 2010
PASSPORT NUMBER :  1919
DATE OF ISSUE : September 27, 2006
COUNTRY OF ISSUE : United States of America

FOR FURTHER DETAILS PLEASE REFER TO:

Allicorn Capital Mangement, LLC.
14391 80th Street.

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Scott Koster / SAK Initials

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EXHIBIT 103 Winston Cook SBLC Transaction Details Redacted

Winston Cook

**\$10,000,000 USD SBLC TRANSMITTAL VIA MT760
Facilitated by Interlink Global Messaging**

Transaction Details

Instrument Details

Instrument Type:	SBLC
Instrument Size:	10M USD
Delivery Method:	MT760 - IGM
Delivery Period:	Initial 60 days written for 1 yr and 1 day
Extensions:	Yes - by day 50 see FPA -
Issuing Entity:	SBUSA

Beneficiary Details

Company Name:	Avira Investments Limited
Company Address:	11 Sandra Chrysomou St. Jero. Nicosia
Company Phone:	+357 25815989

Beneficiary Bank

Bank Name:	MARFIN POPULAR BANK PUBLIC CO LTD
Bank Address:	INTERNATIONAL BUSINESS CENTRE (179) 205 MAKARIOS III AVENUE VICTORY HOUSE CY- 3030 LIMASSOL P.O. BOX 51139, CY-3501 LIMASSOL CYPRUS
Account Number:	USD ACCOUNT NUMBER: [REDACTED] 152
SWIFT Code:	LIKICY2N120
Account Name:	AVIRA INVEST LTD
IBAN Number:	[REDACTED] 9152
Bank Officers:	Mr. Ioannis Christodoulou Tel: +357 25815989

	Mrs. Marina Voura Tel: +357 25 815992
Bank Phone:	TEL: +357 25815959, FAX: +357 25815978
B/O Email:	

Account Holder:

Company Name:	Cook Business Services, LLC
Company Address:	5710 Melanie Tri, Atlanta, GA 30349-2853
Company Phone:	770-969-2217

Contract Number:

Transaction Code:	IGC-BI-CBS400
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Oct 19, 2010

Sign:

Date:

Transaction Details

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EXHIBIT 104 -Winston Cook SBLC & SWIFT Template

Winston Cook

SBLC TEMPLATE & MT760 SBLC TEMPLATE

STANDBY LETTER OF CREDIT

Letter of Credit No: XXXXXXXX
Amount USD \$ XXXXXXXX
Date of Issue: XXXXXXXX, 2010
Maturity Date: XXXXXXXX, 2011

Account: Party: XXXXXXXXXX
Address: XXXXXXXXXX
XXXXXXXXXXXX

Beneficiary: XXXXXXXX, LLC
Address: TBD

We, (NAME OF FINANCIAL ENTITY), Located at (ADDRESS OF FINANCIAL ENTITY) hereby open our assignable, transferable, divisible and confirmed standby letter of credit in favor of (Name of Beneficiary to be determined at a later date) and located at (Address of Beneficiary to be determined at a later date) for the amount of XXXX Million Dollars (US \$00,000,000.00) due one year and one month, from the date of issue (The maturity date).

Payment is available by the beneficiary's first written demand via bank wire system or certified mail demand hereunder and must be marked drawn under standby letter of credit No XXXXXXXX, dated XXXXXXXX, 2010.

Such payment shall be made without set-off, free and clear of any deductions, charges, fees or withholding of any nature, now or hereinafter imposed, levied, collected, withheld or assessed by the government of the (country) or any political subdivision or authority thereof or therein. We hereby engage with you that your draft drawn under and in compliance with the terms of this standby letter of credit shall be duly honored on due presentation to us. This letter of credit is subject to uniform customs and practices for Documentary Credit (1996 Revised) I.C.C. Publications No. 400/500, and is also subject to the structure, terms and conditions associated with this standby letter of credit and shall be governed and construed in accordance with the laws of California.

This standby letter of credit is an operative instrument and no mail confirmation will follow.
This letter of credit expires on XXXXXXXXXX, 2011.

Signature of Authorized Officer


Winston J. Cook; Signatory.

10-12-2010

Date:

SBLC Template

 SAK Initials

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SWIFT MT760 TEMPLATE

RECEIVING BANK

BANK NAME:
BANK ADDRESS:
ACCOUNT NUMBER:
SWIFT CODE:
BANK TEL:
BANK OFFICER:
ACCOUNT NAME:

REFERENCE: CONTRACT # XXXXXXXXXXXXX, XXXXXXXX / XXXXX MILLION
DOLLARS (\$XX.XXX.XXX)

{1:XXXXXXXXXX0000000000}; {2:XXXXXXXXXXXXXXXXN2020}; {4:
:20:XXXXXXXX XXXXXX 200901260
:21:ADVICE
:79:PLS RELAY THIS MSG TO XXXXXXXXXXXXXXXXXXXX
W/O YR RESPONSIBILITY OR ENGAGEMENT.

QUOTE
PLEASE ADVISE THIS MESSAGE TO YOUR CUSTOMER
XXXXXXXXXX W/O YR ENGAGEMENT OR LIABILITY.

WE, XXXXXXXX XXXXXXXX, HEREBY ADVISE YOU THAT OUR
CLIENT XXXXXXXX, AS OF THIS TRANSMISSION
HAS BEEN ISSUED STANDBY LETTER OF CREDIT NO. XXXXXXXX
AND HAS THE CAPABILITY TO ENTER INTO CONTRACT NUMBER
XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

PLEASE ADVISE BACK TO US THROUGH YR RECEIPT OF SAME.

PLEASE CONFIRM YOUR RECEIPT VIA SWIFT.
UNQUOTE

Sign: 

Date: 04-19-10

MT799 TEMPLATE

 / SAK Initials

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